

**MAPLE GROVE TRANSIT STATION  
2023 LICENSE USE AGREEMENT BETWEEN  
THE CITY OF MAPLE GROVE  
AND THE MAPLE GROVE LIONS CLUB  
FOUNDATION**

**THIS LICENSE AGREEMENT** ("**Agreement**") is made by and between the City of Maple Grove ("**City**" or ("**Licensor**"), a political subdivision of the state of Minnesota, and the MAPLE GROVE LIONS CLUB FOUNDATION, a Minnesota not for profit organization ("**Licensee**").

**WHEREAS**, the City is the owner of the Maple Grove Transit Station located at 12350 Main Street North, Maple Grove, Minnesota in the City of Maple Grove, Minnesota which includes a station, parking ramp, and busway ("**Transit Station**"); and

**WHEREAS**, the Licensee desires to utilize the Transit Station to provide shuttle bus service from the Maple Grove Transit Station to Central Park for the Maple Grove Lions Concert on the Lawn event on September 16, 2023; and

**WHEREAS**, the City desires to grant a license to the Licensee for the purpose of providing shuttle bus service from the Maple Grove Transit Station to Central Park for the Maple Grove Lions Concert on the Lawn event on September 16, 2023, subject to the terms of this License.

**NOW, THEREFORE**, in consideration of the mutual promises in this Agreement, the parties agree as follows:

1. **Incorporation.** The above recitals are a material part of this License and are incorporated herein.
2. **Grant of License and Term.** The City hereby grants to Licensee a revocable, non-exclusive license to use and occupy the Transit Station license area ("**Transit Station License Area**"), which area is shown on the attached **Exhibit A**, subject to the terms of this Agreement. This Agreement shall commence on September 16, 2023 and expire on September 16, 2023 (the "**Term**").
3. **Permitted Use and Access.** The Transit Station License Area may only be occupied and used by Licensee for the purpose of providing shuttle bus service to the general public to and from the Central Park Concert on the Lawn event ("**Service**"). On the day of Service during the Term, the City shall keep the Transit Station main lobby doors unlocked from 3:00 P.M. to 11:59 P.M. The elevator lobby in the Transit Station will remain unlocked at all times.
4. **References to Licensee include Subcontractors.** All references to Licensee herein shall be deemed to include Licensee itself and any and all subcontractors that it may use to provide the Service.
5. **Maintenance and Repair of Premises.** Licensee shall, at its sole cost and expense, keep and maintain the Transit Station License Area in safe, clean, and good order and condition. The City shall provide to the Licensee the necessary keys for the Transit Station janitorial room and office.
6. **Compliance with all Applicable Laws.** Throughout the term, Licensee shall obtain and maintain, at its sole cost and expense, all approvals, permits, or licenses required by any governmental authority which are necessary for Licensee's permitted use of the Transit Station; further, Licensee shall, at its

sole cost and expense, at all times during the term hereof comply with all applicable laws, ordinances, rules, regulations, and requirements of any governmental authority having jurisdiction.

7. **Indemnification.** To the fullest extent permitted by law, Licensee assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its officials, officers, agents, insurers, and employees from and against all claims, suits, demands, damages, losses, expenses, and liabilities including , without limitation, reasonable attorneys' fees, for bodily injury or property damage arising out of, resulting from, or related in any manner to Licensee's use and possession of the Transit Station License Area under this Agreement. The limit of such indemnification shall not exceed the limits provided for in Minnesota Statutes Chapter 466 and shall not extend to those types of claims from which the Council is otherwise immune pursuant to statute. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
8. **Insurance.** Licensee agrees to maintain in full force during the term of this Agreement a policy or policies of comprehensive general liability insurance and business automobile insurance in the amount of at least \$300,000 per person, \$1,500,000 per occurrence for bodily injury (including death) and/or property damage. Licensee shall also provide workers' compensation coverage as required by the state of Minnesota. Licensee shall require indemnification and insurance coverage as it deems appropriate from its subcontractors providing services authorized by this Agreement. Licensee shall furnish City with a certificate of such insurance coverage prior to the commencement of the Service..

The City does not represent in any way that the insurance specified, whether in scope of coverage or limits, is adequate or sufficient to protect the Licensee's interests. In lieu of providing and keeping in force insurance policies as specified, the Council may satisfy the insurance requirements of this section by warranting to the City that it is self-insured and able to entertain claims in an amount sufficient to indemnify the City as required herein. In this instance, prior to the commencement of this license, Licensee shall provide evidence acceptable to the City that the Licensee has made provision to satisfy claims to the extent of the Licensee's legal liability.

9. **Surrender of Premises.** Licensee hereby agrees upon the expiration or termination of this License to vacate the Transit Station and re-deliver the Transit Station and return to the City in good order, condition and repair (ordinary wear and tear excepted).
10. **Termination.** Either party may terminate this Agreement, with or without cause, at any time by giving written notice to the other, specifying the date of termination, such notice to be given not less than 24 hours prior to the date specified in such notice for the date of termination. In the event of a substantial breach of this License by the Licensee, the City may terminate this license immediately.
11. **Additional Covenants of Licensee.**

- A. The City shall not be responsible for providing security.
- B. **Services.** Licensee will provide shuttle bus service to Central Park in Maple Grove from the Transit Station on Saturday, September 16, 2023.

Licensee shall coordinate, manage, provide for, and control all necessary activities to operate the Service. This includes but is not limited to the following: operating and scheduling vehicles and personnel; any fare collection; any site signage; any site supervision; and any customer service.

- C. Fleet. Licensee shall charter the buses needed to provide the Service Vehicles shall be operated and maintained in conformance with federal and state law.
  - D. Responsibility for Expenses. Licensee hereby acknowledges that the Licensee will cover 100 percent of all costs associated with providing the Service described in this Agreement with the exception that the City shall continue to pay all utility costs of operating the Transit Station.
  - E. Marketing and Rider Information. Licensee agrees to be responsible for all marketing and rider information activities associated with this Agreement.
  - F. Contact Information. Licensee shall provide the City with the contact information, including phone numbers.
  - G. Site Supervision. Licensee shall provide any staff it deems necessary to oversee the Service and provide any assistance.  
The City has no obligation to and will not be providing any on-site supervision or assistance.
  - H. Damage to Premises. Licensee shall be liable for all damages to the Transit Station License Area caused by or arising out of the Licensee's use of the Transit Station License Area.
  - I. Alternate Bus Stop Area. The City of Maple Grove reserves the right during this Term to implement an Alternate Bus Stop Area within the Maple Grove Transit Station property for buses in the event that the normal busway and bus stop is inaccessible due to facility repairs.
12. Governing Law. It is agreed that this License shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota, and the venue for any legal disputes shall be a court of competent jurisdiction in Hennepin County, Minnesota. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.
13. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this License shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
14. Notices. Any notice provided for or concerning the Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.
15. Not Assignable. This License may not be assigned.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below:

**CITY OF MAPLE GROVE**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Mayor  
Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: City Administrator  
Dated: \_\_\_\_\_, 2023

**MAPLE GROVE LIONS CLUB FOUNDATION**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Chairman of the Board  
Dated: \_\_\_\_\_, 2023

Exhibit A  
Transit Station License Area

